

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

William Roger Parsons  
152 Martesia Way  
Indian Harbor Beach, FL 32937

Case No. 6:14-bk-00557-CCJ  
Chapter 13

**FILED VIA MAIL**

**JUN 30 2014**

CLERK U.S. BANKRUPTCY,  
ORLANDO DIVISION

Karen Lee Parsons  
aka Carrie Lee Parsons  
152 Martesia Way  
Indian Harbor Beach, FL 32937

Debtors.

Eloise K. Hahn, Trustee of Eloise K. Hahn Living Trust and Successors  
dba Managing Member of Burke Financial LLC  
Member of Win Par Hospitality Laredo LLC

Plaintiff,

vs.

William Roger Parsons  
dba General Partner of Win Par Hospitality LLLP  
Managing Member of Win Par Hospitality Laredo LLC  
3550 N. Atlantic Av  
Cocoa Beach, FL 32931

EIN: 20-3467186

Defendant.

MOTION TO STRIKE DEFENDANT'S MOTION TO DISMISS  
ADVERSARY PROCEEDING COMPLAINT OBJECTION TO  
THE DISCHARGE OF DEBT TO ELOISE K. HAHN DUE TO  
FRAUD, PURSUANT to SECTION 523(a)(2), (a)(3), and (a)(4)  
(Document No. 36),  
ADVERSARY PROCEEDING COMPLAINT AMENDED

NOW COMES the Plaintiff, Eloise K. Hahn, Trustee and beneficiary

✓

of the Eloise K.Hahn Living Trust dba Burke Financial LLC and Member of Win Par Hospitality Laredo LLC, pro se and for her cause of action to strike defendant's motion to dismiss her adversary proceeding complaint states to wit:

COUNT 1

1. That the defendant, William Roger Parsons (Parsons) was a general partner and managing member of Win Par Hospitality LLLP and Win Par Hospitality Laredo LLC, resp., for the period of 2005 through 2009.

2. That the defendant, Parsons, failed to disclosed his former partnership affiliations to the entities, Win Par Hospitality LLLP and Win Par Hospitality Laredo LLC, in his response to question 18 of the chapter 13 bankruptcy petition and has violated Section 523(a)(2) or (4) of the bankruptcy code and is precluded from the discharge protection under Section 524 of the bankruptcy code.

3. That the defendant, Parsons, willfully failed to disclose his partnership interests in Win Par Hospitality LLLP and Win Par Hospitality Laredo LLC in efforts to conceal the \$250,000 partnership debt due and owing to Hahn in lieu of a consumer debt Parsons alleges he acquired with his wife, aka Carrie Ann Parsons.

COUNT II

1. That the contents of paragraphs 1 through 3 of Count 1 are incorporated herein and made a part hereof.

2. That Parsons executed a settlement agreement with

Hahn in April of 2008, promising to list the business property of the LLC, namely lots 11, 12, and 13, Jacaman Ranch, Block 8, Unit 2, Webb County, Laredo, Texas, for a list price of \$1,300,000 and pay Hahn \$250,000 of the sale proceeds, including 18.2 percent of the profits exceeding \$1,300,000. A copy of the settlement agreement was provided in an exhibit Plaintiff has filed with this honorable court

3. That Parsons and the other former member of Win Par Hospitality Laredo LLC, namely Thomas A. Minor (Minor) purchased lots 11 and 12 from Win Par Hospitality Laredo LLC on or about May 31, 2007, and failed to notify Hahn of the purchase and write Hahn an escrow check for \$149,000, in violation of the operating agreement for Win Par Hospitality Laredo LLC. A copy of the cash warranty deeds for lots 11 and 12, including a copy of the operating agreement was hereto attached in exhibits Plaintiff has filed with this honorable court..

4. That Parsons and Minor failed to disclose their lot purchases to Hahn at the time the settlement agreement was executed in April of 2008.

5. That Parsons and Minor failed to disclose to Hahn that they were in financial difficulty at the time they executed the settlement with her in April of 2008. For the most part, Minor advised Hahn that Laredo National Bank was satisfied with the LLC's intention to either sell the lots or construct and develop a hotel on the LLC

lots.

6. That Win Par Hospitality Laredo LLC had retained Hahn's remaining capital of \$71,700 in year 2008.

7. That Parsons and Minor entered into a loan extension agreement with Compass Bank, successor trustee of Laredo National Bank on or about May of 2008, agreeing to pay the remaining \$67,000 mortgage balance by May of 2009. A copy of the loan extension agreement was provided in an exhibit Hahn has filed with this honorable court.

8. That Parsons negligently failed to pay off the loan balance for \$67,000 in May of 2008 with Hahn's remaining LLC capital of \$71,700. Instead he elected to pay off notes of the LLC which were not due and owing until year 2020 or thereafter and retain \$56,000 of earnings for the LLC.

9. That after May of 2008, Parsons and Minor failed to make timely mortgage payments for the mortgage of \$67,000 to Compass Bank.

10. That the listing agent, Lula Morales, was instructed to take the lots off the listing prior to the lot listing expiration date of August 27, 2008.

11. That Parsons and Minor failed to file personal bankruptcies in year 2008, including Parsons failure to file a bankruptcy for the LLC as insolvent.

12. That Parsons and Minor did so willfully.

13. That Parsons and Minors' negligence to file for bankruptcy protection, including bankruptcy relief for the LLC alleging insolvency resulted in the forfeiture of Hahn's capital contribution in the amount of \$220,700.

14 That Parsons elected to pay off notes of the LLC which were not due and owing in year 2008 and retain earnings of the LLC in the amount of \$56,000 so that Minor and he could receive their capital contributions of \$16,000 and \$40,000 , resp.

15. Parsons and Minors' failure to file bankruptcy resulted in Hahn's loss of capital and the conveyence of clouded title to Compass Bank with respect to their purchase of the lots and/or tracts of land on February 3, 2009.

### COUNT III

1. That the contents of paragraphs 1 through 3 of Count 1 and the contents of paragraphs 1 through 15 of Count II are incorporated herein and made a part hereof.

2. That Parsons and Minor failed to notify Hahn of the foreclosure notice they received from Compass Bank in January of 2009 in efforts to conceal their fraudulent conduct in transferring the LLC lot titles in their exclusive joint names, namely for lots 11 and 12..

3. That Parsons and Minor failed to exercise payment for the remaining balance due amount of \$67,000 from Hahn's remaining LLC capital of \$71,700 in year 2008.

4. That Parsons fraudulently concealed the financial records

of the LLC from Hahn until Hahn filed another complaint in Brevard County,

Florida in year 2012.

5. That Parsons did so willfully to conceal losses and gains he acquired solely for tax years 2005 through 2008 from the LLC, including concealment of his purchase of the LLC lots with Minor in May of 2007 whereby Hahn was robbed of her capital contribution of \$149,000.

6. That Parsons and Minor were not authorized to steal Hahn's capital contribution of \$250,000 at the time the LLC lots were sold on February 3, 2009, where Parsons is believed to have reinvested hahn's capital in a hotel project with Alliance Development Group (ADG) in either the State of Virginia or Pennsylvania.

7. That Parsons and Minor have used Hahn's capital of \$250,000 towards their capital contribution to ADG in the amount of \$404,000 to lease outright the hotel from ADG for 20 years. Essentially, they are making money off of Hahn's capital in leasing out another hotel closer to home in lieu of building the hotel they had alleged to build in Laredo, TX. They have done so willfully.

8. That Parsons and Minor further violated the settlement agreement by replacing the settlement agreement with a promissary note to Hahn on September 17, 2009, promising to pay Hahn \$250,000 the lender on a best efforts basis. A copy of the promissary note was provided in an exhibit filed with this court

9. That Parsons and Minor have willfully failed to remit to Hahn the \$250,000, as outlined in the promissary note to date.

10. That Parsons and Minor willfully allege Hahn as a lender instead of a member and creditor of the partnership entity, Win Par Hospitality Laredo LLC.

11. That Parsons has committed tax fraud in that he documented Win Par Hospitality LLLP as 100% owner to the entity in lieu of 40% ownership to the entity. Further, he failed to provide Hahn annual K-1 returns when the LLC had not been dissolved.

12. That Parsons alleges he bought out Hahn in year 2007 contrary to no buy out agreement. Hahn validated no buy out agreement being executed with her former attorney, Hank Marino, on June 23, 2014.

13. That Hahn has additional evidence to file concerning Parsons and the capital he stole from her in this business venture.

#### COUNT IV

1. That the contents of paragraphs 1 through 3 of Count 1, the contents of paragraphs 1 through 15 of Count II, and the contents of paragraphs 1 through 13 of Count III are incorporated herein and made part hereof.

2. That Parsons dissolved the entity, Win Par Hospitality Laredo LLC, on September 25, 2009, without disclosing the dissolution to Hahn in violation of the operating agreement. A copy of the operating agreement was provided in one of the exhibits listed in the filed exhibit list.

3. That Parsons did so willfully.

4. At the time of the LLC dissolution, there was no outstanding involuntary petition against the LLC for insolvency, even though Hahn had not been paid her \$250,000 partnership capital.

5. Parsons did so willfully.

6. That Minor subsequently filed a chapter 7 bankruptcy proceeding on January 10, 2010, in the Eastern District, Richmond Division bankruptcy court but failed to include the debt to Hahn on his chapter 7 petition, including his prior partnership membership with Win Par Hospitality Laredo LLC for the period 2005 through 2009 in response to question 18 of the chapter 7 petition.

7. That Minor did not disclose his prior LLC partnership interest with the entity, Win Par Hospitality Laredo LLC, on his chapter 7 petition and has violated Section 523 (a)(2) or (4) and is precluded from the bankruptcy protection under Section 524 of the bankruptcy code.

8. That Minor did so willfully.

9. That Minor failed to notify Hahn of his bankruptcy for the period of January 10, 2010 through August 12, 2013, nor list Hahn, Burke Financial LLC, or Win Par Hospitality Laredo LLC on his chapter 7 petition.

#### COUNT V

1. That the contents of paragraphs 1 through 3 of Count 1, the contents of paragraphs 1 through 15 of Count II, the contents of



paragraphs 1 through 13 of Count III, and the the contents of paragraphs 1 through 9 of Count IV are incorporated herein and made a part hereof.

2. That both Minor and Parsons ' chapter 7 and 13 bankruptcies, resp., are personal consumer debt bankruptcies acquired with their spouses.

3. That the debt due and owing to Hahn is a business matter, namely a secure partnership debt due and owing to her by both Parsons and Minor in securing the LLC lots into their exclusive names and subsequently selling the LLC lots and stealing Hahn's capital for \$250,000, alleging she has lost her entire contribution in a foreclosure.

4. They did so willfully.

5. That Minor committed perjury on his chapter 7 petition when he disclosed his spouse as a joint debtor to the mortgage debt he listed with Laredo National Bank in the amount of \$743,000, including his fraudulent disclosure of the mortgage debt amount which was only \$67,000 not \$743,000.

6. That Minor and Parsons' spouses were not members of Win Par Hospitality Laredo LLC, nor did they execute a settlement agreement or a promissary note with Hahn.

7. That Parson has committed perjury in that he has disclosed his spouse as a joint debtor to the debt due and owing to Hahn in the amount of \$250,000, instead of Minor who

is a codebtor to the promissary note.

8.. They have done so willfully.

9. That Minor committed perjury when he listed Laredo National Bank as a creditor in lieu of Compass Bank, including his fraudulent disclosure of the amount due and owing to Laredo National Bank of \$743,000 instead of \$67,000.

10. That both Minor and Parsons jointly owed \$67,000 to Compass Bank in 2008 and/or 2009 attributing to the foreclosure on 02/03/09.

11. That both Minor and Parsons jointly incurred no business loss when Tracts 1 and 2 were sold for \$802,156 to Compass Bank on February 3, 2009, since the note balance was \$67,000 not \$743,000 and the remaining debt was a 5% trustee fee debt due and owing to Claudia Garcia for selling the :LLC lots in an auction. Consequently, Parsons received a BIG CHECK for \$695,000 with Minor.

12. That both Minor and Parsons unjustly were enriched when they acquired Hahn's capital of \$250,000 and defaulted in repayment of the debt to Hahn. Essentially, fraud has occurred and the debt to Hahn in the amount of \$250,000 cannot be discharged.

13. That Parsons and Minor willfully disclosed all three lots being mortgaged for \$743,000 instead of \$67,000 in years 2008 and 2009.

14. That Minor received his capital contribution of \$130,000 in year 2006 from the LLC, including additional amounts

he received from the LLC in 2006, 2007, and 2008.

15. Minor received these monetary distributions from the LLC but failed to use his capital when he purchased lot 13 from a party in May of 2007. Instead he used Hahn's capital to pay back the notes he used to purchase lot 13.

16. Parsons and Minor jointly used Hahn's capital of \$149,003 plus \$71,696 to pay off mortgages and notes incurred by the LLC in 2007 and 2008 .

17. Parsons and Minor reported losses on their respective tax returns for year 2009 alleging they incurred a loss of \$743,000 instead of a gain of \$695,000

18. That Parsons and Minor did not incur a loss of \$743,000 in year 2009. Additionally, they concealed receipt of Hahn's capital in the amount of \$250,000 by alleging to Hahn that she had lost everything in a foreclosure so that she would report a loss to the IRS and they could essentially receive unjust enrichment of the money by carefully concealing the note balance at \$743,000 in lieu of \$67,000. A BIG MISTAKE CAREFULLY CONCEALED BY BOTH FOR YEARS TO DEFRAUD HAHN.

19. That Hahn has incurred a loss of \$250,401 plus 4.75% interest effective January 24, 2014..

20. That Parsons and Minor used the entire cash equity of lots 11 and 12 as collateral for the down payment to purchase lot 13.

21. That Parsons and Minor obtained a mortgage for lot 13 in the amount of \$743,000 from Laredo National Bank. Parsons and Minor paid off this note in the amount of \$676,000 by May of 2008. They used Hahn's capital of \$250,000 plus Parsons capital of \$426,000 to pay for lot 13. The remaining balance was \$67,000 for lot 13.

22 That Parsons and Minor extended financing for the \$67,000 outstanding balance until May of 2009 even though Parsons had possession of Hahn's remaining capital of \$71,696 to make final payment for the outstanding mortgage balance of \$67,000 for lot 13.

23 That Parsons and Minor removed the lots from their listing prior to the listing expiration date of August 27, 2008, instead of reducing the listing price to less than \$1,300,000.

24 That Parsons and Minor negotiated a short sales transaction with Compass Bank prior to the foreclosure sale on February 3, 2009.

25 That Parsons and Minor have not disclosed to Hahn the sales price that was accepted by both of them in exchange for the lot deeds they forfeited but apparently their was positive equity in the LLC lot sales estimated at \$695,000.

26 That the foreclosure auction included two tracts of land for auction, being tract 1 consisting of lot 13, Jacaman Ranch, Block 8, Unit 2, Webb County, Laredo, Texas and

tract 2 consisting of lots 11 and 12, Jacaman Ranch, Block 8, Unit 2, Webb County, Laredo, Texas.

27 That the recorded Trustee Deed records all three lots lot being sold for \$802,156 on February 3, 2009.

28. That Parsons and Minor received no less than \$802,156 -\$67,000 - 5% trustee fee or \$695,000. and there was enough of money to pay Hahn her capital contribution of \$250,000 at the time the LLC lots were sold.

29.. That Parsons and Minor did so willfully.

#### COUNT VI

1. That the contents of paragraphs 1 through 3 of Count 1, the contents of paragraphs 1 through 15 of Count II, the contents of paragraphs 1 through 13 of Count III, the contents of paragraphs 1 through 9 of Count IV, and the contents of paragraphs 1 through 29 of Count V are incorporated herein and made a part hereof.

2. That Parsons deposited \$10,000 of the LLC's monetary funds with Alliance Development Group (ADG) in year 2007.

3. That Parsons and Minor conveyed the \$10,000 of monetary funds to ADG in efforts to secure a hospitality lease with a hotel ADG planned to construct and develop for them.

4. That Parsons chapter 13 petition includes notice to Alliance Receivables Management in Southeastern, Pennsylvania. No monetary amount is disclosed on his petition.

5. That Parsons is employed with a foreign LLC entity in the State of Pennsylvania. Parsons has not disclosed his business wages with this entity on his chapter 13 bankruptcy petition in response to Schedule I of his petition, at least for year 2013. and 2014.

6. That Parsons has disclosed in Schedule I of his chapter 13 petition business earnings for years 2010, 2011, and 2012

7. That Parsons committed perjury on his chapter 13 petition when he disclosed he discontinued working for Space Coast Hospitality Management Service in year 2010.

8. That Parsons business earnings have NOT been included in the chapter 13 debt payment plan to Hahn, which is a partnership debt and not an unsecured consumer debt.

9. That Parsons business earnings should be used in a debt payment plan to Hahn in the amount of \$250,000.

#### COUNT VII

1. That the contents of paragraphs 1 through 3 of Count I, the contents of paragraphs 1 through 15 of Count II, the contents of paragraphs 1 through 13 of Count III, the contents of paragraphs 1 through 9 of Count IV, the contents of paragraphs 1 through 29 of Count V, and the contents of paragraphs 1 through 9 of Count VI are incorporated herein and made a part hereof.

2. That Parsons has included a co-debtor, namely Mike Mishler, for a debt due and owing to Sunrise Bank in the amount of

\$103,000.

3. That Parsons has failed to list Minor as a co-debtor to the debt due and owing to Hahn in the amount of \$250,000.

4. That Parsons has disclosed a lawsuit filed by Mike Mishler against Parsons on his chapter 13 petition. Apparently, Parsons owes Mishler over \$50,000 for the Sunrise Bank debt of \$103,000.

5. That Parsons apparently has retained a partnership interest to the 121 Wakulla Suite hotel located at 3550 N. Atlantic Av, Cocoa Beach, FL 32931

6. That Mike Mishler has listed the 121 suite hotel's market value at \$3,000,000 dollars.

7. That Hahn recalls Parsons ownership disclosure to the 121 Wakulla Suite hotel at 33%, specifically Parsons financial statement to Laredo National Bank in year 2005.

8. That Parsons was receiving unemployment funds in years 2010, 2011 and 2012, while he was working and earning \$90,000 per year.

9. That Parsons spouse, aka Carrie Lee, owns and operates a coffee and tea company in Florida located at 3550 N. Atlantic Av, cocoa beach, FL 32931.

10. That Parsons spouse, aka carrie Lee, owns and operates another coffee and tea company in Michigan located at 407 N. State St., Big Rapids, MI, including others in the State of Washington.

#### COUNT VIII

1. That the contents of paragraphs 1 through 3 of Count I, the contents of paragraphs 1 through 15 of Count II, the contents of paragraphs 1 through 13 of Count III, the contents of paragraphs 1 through 9 of Count IV, the contents of paragraphs 1 through 29 of Count V, the contents of paragraphs 1 through 9 of Count VI, and the contents of paragraphs 1 through 10 of Count VII are incorporated herein and made a part hereof.

2. That Hahn has suffered emotional and physical distress from the loss of her life savings in the amount of \$250,000.

3. That Parsons and Minor purchased lots 11 and 12 from the LLC and used Hahn's capital to pay off the first mortgage of the lots in the amount of \$149,003 instead of notifying Hahn that they had intentions to purchase the lots from the LLC and write her a check for \$149,003 and hold the check in escrow for her in accordance with the LLC operating agreement.

4. That Parsons and Minor did so willfully.

5. That Hahn has encountered considerable financial distress from the loss of her life savings in the amount of \$250,000, specifically since Parsons and Minor have covered up a BIG MISTAKE for numerous years and have carefully concealed the mistake in efforts to defraud Hahn out of her \$250,000 capital contribution.

6. That Parsons and Minor sold all three lots to Compass Bank for \$802,156 in a short sales foreclosure transaction. The outstanding loan balance was \$67,000 so the net proceeds were



$\$802,000 - \$67,000 = \$735,000$  minus a 5% trustee fee.

7. That Parsons and Minor paid \$676,000 towards the mortgage note for \$743,000.

8. That Parsons and Minor used \$149,003 of Hahn's capital to pay off the first mortgage note for lots 11 and 12 in the amount of \$328,000, and \$71,696 of hahn's capital to pay off long term notes of the LLC and attorney fees for the LLC lot sales.

9. That Parsons and Minor forfeited Hahn's capital for \$250,000 when they agreed to sell all three lots to Compass Bank in a short sales transaction for \$802,156, specifically they purchased lot 13 for \$743,000 and used the cash equity of lots 11 and 12 for the down payment leaving a mortgage balance of \$67,000 which they paid off in the amount of \$676,000.

10. That Parsons and Minor got paid back when they received the remaining proceeds from the short sales transaction at the expense of Hahn's capital.

11. That Minor never contributed any money to the LLC bank account for years years 2005 through 2008.

12. That Parsons received his contributions from the LLC when he retained earnings in the amount of \$156,000 from Hahn's capital in year 2008

13. That Parsons provided payment in the amount of \$75,000 for a finder's fee.

14. That Parsons issued payment in the amount of

\$10,000 to Alliance Development Group in year 2007 in efforts to construct a hotel he could lease out from them with Minor.

15. That Parsons and Minor reinvested their capital distributions from the LLC to lease out a hotel from ADG.

16. That all other parties received their capital contributions from the LLC, except Hahn.

17. That Laredo National Bank and Compass Bank each received their monetary contributions with interest.

18. That Parsons owes Hahn \$250,401 at this time.

19. That a partnership interest is not worthless

20. That Parsons may be concealing additional proceeds he received in the short sales transaction.

21. That Hahn is entitled to punitive damages from Parsons if immediate restitution of this matter is not resolved, including reimbursement of the adversary proceeding filing fee for \$293.00, \$57.00 reproduction fee from Webb County for records pertaining to this proceeding, including postage, duplication fees, and supplies necessitated in preparation of this complaint, punitive damages for physical and emotional distress from ongoing litigation, attorney fees, and travel expenditures in prosecuting this matter in the bankruptcy court.

#### COUNT IX

1. That the contents of paragraphs 1 through 3 of Count i, the contents of paragraphs 1 through 15 of Count II,

the contents of paragraphs 1 through 13 of Count III, the contents of paragraphs 1 through 9 of Count IV, the contents of paragraphs 1 through 29 of Count V, the contents of paragraphs 1 through 9 of Count VI, the contents of paragraphs 1 through 10 of Count VII, and the contents of paragraphs 1 through 20 of Count VIII are incorporated herein and made a part hereof.

2. That Hahn is the sole manager of Burke Financial LLC.

3. That Burke Financial LLC is inactive at this time.

4. That Burke Financial LLC was a foreign entity in the State of Illinois.

5. That Burke Financial LLC is no longer registered with the State of Illinois as a foreign entity, nor is Burke registered in any other state of the United States and abroad as a foreign entity.

6. That Burke Financial LLC was incorporated in the State of Nevada in year 1998 UNDER its former name Hahn Financial LLC.

7. That Hahn conveyed 100% of her interest in Burke Financial LLC to her living trust , as shown in an exhibit she has filed with this court.

8. That Hahn was allowed to convey her ownership to her living trust in accordance with the code.

9. That Hahn's capital contribution to Win Par Hospitality Laredo LLC in the amount of \$220,700 was funded from Hahn's

former living trust account with Stifel Nicholas.

10. That Hahn no longer has a brokerage account nor savings due to her debt expenditures for repairs to her home, including property tax and insurance expenditures necessitated by law.

11. That Hahn is allowed to represent herself pro se in accordance with bankruptcy law.

12. That Hahn is planning to retain counsel at this time and requests an evidentiary hearing so that her attorney can determine if a trial is warranted in this matter.

13. That Sverbilow has advised Hahn he cannot represent her if she isn't able to collect the debt due and owing to her by Parsons and Minor due to bankruptcy.

#### CLAIM FOR RELIEF

1. Hahn requests a pretrial evidentiary hearing to determine the extent of evidence for FRAUD pursuant to Section 523(a)(2), (a)(3), and (a)(4).

2. That Hahn requests this honorable court to enter a pretrial order at this time.

3. That Hahn requests this honorable court to order Parson's immediate action to submit a revised business debt repayment plan to her in the amount of \$250,000, which includes Parsons business earnings and

not his unemployment, social security earnings, and spousal earnings for repayment of the business debt to Hahn in the amount of \$250,000.

4. That Parsons and his spouse be ordered to liquidate their business assets at this time to repay the partnership debt to Hahn in the amount of \$250,000 plus 18.2 percent of any additional proceeds Parsons and Minor received in the short sale LLC lot transactions from Compass Bank on February 3, 2009.

5. That the defendant be ordered to mail plaintiff a copy of his motion to dismiss plaintiff's adversarial proceeding complaint. Defendant willfully failed to mail plaintiff a copy of his motion in efforts to defraud her so that he could dismiss the proceeding in violation of the federal bankruptcy rules for notification.

WHEREFORE, the Plaintiff, Hahn, respectfully prays that the discharge of debt to her in the amount of \$250,000 be DENIED due to fraud and violation of Section 523(a)(2), (a)(3), and (a)(4) of the bankruptcy code which precludes Parsons from the bankruptcy discharge protection under Section 524.

Respectfully submitted,



Eloise K. Hahn, Trustee of the  
Eloise K. Hahn Living Trust  
Managing Member of Burke Financial LLC  
Member of Win Par Hospitality Laredo LLC  
313 East 1300 North  
Chesterton, IN 46304  
(219) 617-5496  
(219) 413-2353  
eloisehahn349@gmail.com

CERTIFICATE OF SERVICE

I, Eloise K. Hahn, hereby certify that a true and correct copy of the motion to strike defendant's motion to dismiss plaintiff's adversarial proceeding complaint, as amended June 25, 2014, was forwarded to the following parties on June 25, 2014, via UPS mail being:

George C. Young Federal Courthouse  
Attn: Lee Ann Bennett, Clerk of the Court  
400 West Washington Street  
Suite 5100  
Attn: Mary Henry, Case Assignee  
Orlando, FL 32801

William R. Parsons  
152 Martesia Way  
Indian Harbor Beach, FL 32937

*June 25, 2014 Eloise K. Hahn*  
I, Eloise K. Hahn, hereby certify that a copy of the foregoing

adversary complaint was forwarded to the following parties on June 25, 2014, via USPS mail being:

Laurie K. Weatherford, U.S. Trustee  
P.O. Box 3450  
Winter Park., FL

June 25, 2014

*Eloise K. Hahn*  
Eloise K. Hahn, Trustee  
Beneficiary of the Eloise K. Hahn Living Trust  
dba Burke Financial LLC  
Member of Win Par Hospitality laredo LLC

PETITIONER EXHIBIT



Dcmmtg@cs.com  
03/21/2006 03:31 PM

To  
Subject Re: Agreement

In a message dated 3/21/2006 4:23:23 PM Eastern Standard Time, Hahn.Eloise@epamail.epa.gov writes:

Hi:

To clarify your message of 3/6/06 advised me to execute the agreement and have it witnessed and send to who? What address?

Bill I have given you his address several times and you have his card with his address on it. Here it is again:

Bill Parsons  
President  
Space Coast Hospitality Management Services  
P.O. Box 321534  
Cocoa Beach, FL 32931  
Phone: 321-868-4304  
Fax: 321-868-3938

Further your message of 3/6/06 stated that Bill's attorney would update the LLC and all papers would be signed and notarized.

We just received the Burke information today, so we could not update prior to today. You have the signed and notarized agreements already.

Finally, your message stated that once I would have my paperwork, I would then need to overnight check. It seems that to protect myself legally I need to do the paperwork prior to sending the money?

You have a notarized agreement from Bill already, Made out to you Eloise Hahn. Bills attorney will start the new agreement in the morning but you do have a signed agreement already.

Please advise. Thanks.

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
(P) 866-562-2147  
(F) 866-331-3568





Dcmmtg@cs.com

To

03/20/2006 04:11 PM

Subject Re: Never heard from you

[bparsons@schms.com](mailto:bparsons@schms.com)

Here is Bill's email but CC me also.

Thanks

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
(P) 866-562-2147  
(F) 866-331-3568



Dcmmtg@cs.com  
03/20/2006 04:11 PM

To  
Subject Re: Never heard from you

[bparsons@schms.com](mailto:bparsons@schms.com)

Here is Bill's email but CC me also.

Thanks

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
(P) 866-562-2147  
(F) 866-331-3568

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF BREVARD        )            SITTING AT TITUSVILLE, FLORIDA

ELOISE K. HAHN dba            )  
Burke Financial, LLC,         )  
    Petitioner,                 )

v.                                 )CAUSE NO. 05-2007-CA-069527-XXXX-XX

WILLIAM R. PARSONS dba        )  
WinPar Hospitality, LLLP,      )  
    Defendant,                 )

**RESPONSE TO MOTION TO DISMISS**

COMES NOW Plaintiff, Eloise K. Hahn, dba Burke Financial LLC, pro se and for  
her cause of action alleges and says:

1.     That she is the Plaintiff in this cause of action.
2.     That Plaintiff received via mail a Motion to Dismiss Cause No.  
05-2007-CA-06957-XXXX-XX on February 28, 2008, from Defendant's  
attorney, Howze, Monaghan, & Theriac, PLC.
3.     That Plaintiff denies the allegations set forth in paragraph 1 of the  
Motion to Dismiss and affirmatively states that the Complaint filed by  
Plaintiff clearly prays for a judgment against the Defendant in the  
amount of \$250,000.00.
4.     That Plaintiff denies entirely the allegations set forth in paragraph  
2 of the Motion to Dismiss and affirmatively states that the Complaint  
cites venue in paragraphs 2-4 of the Complaint. Venue is further

SCOTT ELLIS  
2008 MAR -31 A 11:26  
CLERK OF CIR. CT.  
BREVARD CO. FL.

-2-

demonstrated by the attached Articles of Organization in the State of Florida and Operating Agreements of the entity, WinPar Hospitality, Laredo, LLC, copies of which are hereto attached in Exhibit A.

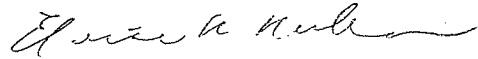
5. That Plaintiff neither admits or denies the allegations set forth in paragraph 4 of the Motion to Dismiss and affirmatively states that Burke Financial, LLC is a member of Win Par Hospitality Laredo LLC. Further, since Win Par Hospitality Laredo LLC is incorporated in the State of Florida venue is proper in the Civil Court of the 18<sup>th</sup> Judicial Circuit In and DFor Brevard County, Florida. Additionally, this is further justified by the attached listing agreement , a copy of which is hereto attached in Exhibit B.
6. That Plaintiff neither admits or denies the allegations set forth in paragraph 4 of the Motion to Dismiss and affirmatively states that the Defendant, William R. Parsons is the President of Win Par Hospitality Laredo, LLC and hence he is the responsible corporate official to be served in this matter. Further, Plaintiff affirmatively states that the Defendant's address is recognized as Win Par Hospitality, LLLP, however, the suit concerns Win Par Hospitality, Laredo, LLC.
7. That Plaintiff denies the allegations set forth in paragraph 5 of the Motion to Dismiss and affirmatively states that the Complaint shall be deemed the requisite demand therefor.
8. That Plaintiff denies the allegations set forth in paragraph 6 of the Motion

-2-

to Dismiss and affirmatively states that the Complaint clearly justifies the relief in damages at least in the amount of \$250,000. Further, Plaintiff affirmatively states this is justified by the attached emails and listing agreement, copies of which are hereto attached in Exhibit C.

WHEREFORE Plaintiff respectfully prays that an Order be entered to sell the vacant land lots in Laredo, Texas in the amount of \$1,350,000 and for all other relief in the premise.

Respectfully Submitted,



Eloise K. Hahn , Manager  
BURKE FINANCIAL, LLC  
1631 S. Clarence Av; Apt. 2  
Berwyn, IL 60402  
(708) 484-2169  
(708) 408-8266  
(312) 886-6765  
hahn.eloise@epa.gov



"J Wesley Howze Jr."  
<jhowzejr@hmtlaw.com>  
03/21/2008 10:53 AM

To

Subject RE: Request for Information-Laredo Matter

Madam, Your inquiry relates to abusinesses decision and I am without sufficient knowledge to give you a meaningful answer. However, from a litigation point off view, it would compromise the clarity of the stipulation as agreed to by the parties. It also raises the possibility that your local broker might be less vigorous in marketing the proprty if he thought he might have to share commissions. You should have clen copy in hand by the middle of next week. Thanks.

-----Original Message-----

From: Hahn.Eloise@epamail.epa.gov [mailto:Hahn.Eloise@epamail.epa.gov]  
Sent: Thursday, March 20, 2008 4:00 PM  
To: J. Wesley Howze  
Cc: Dcmmtg@cs.com  
Subject: RE: Request for Information-Laredo Matter

Hello Attorney Howze:

May I make a suggestion? Can we amend the real estate contract with the realtor being, "If the sellers find a buyer then no commission will be due to (whatever the real estate co is). I think it would be advisable to advertise the property in the Wall Street Journal under business opportunities.

"J Wesley Howze  
Jr."  
<jhowzejr@hmtlaw  
.com>

03/18/2008 01:43  
PM

Eloise Hahn/R5/USEPA/US@EPA

To  
cc

Subject

RE: Request for  
Information-Laredo Matter

Dear Ms Hahn, The draft is one and the same Stipulation of Settlement which my client tendered to you for review. Do you have any problems with form or content?  
If not, I can prepare a clean original for signature in counterpart.  
Please

advise.

-----Original Message-----

From: Hahn.Eloise@epamail.epa.gov [mailto:Hahn.Eloise@epamail.epa.gov]  
Sent: Monday, March 17, 2008 2:26 PM  
To: J. Wesley Howze  
Cc: Dcmmtg@cs.com  
Subject: RE: Request for Information-Laredo Matter

Hi Attorney Howze:

I'm glad you emailed me. I have not received a copy of the Proposed Stipulation of Settlement. Can you please email me ASAP? I have a draft settlement agreement executed by Al and Bill, along with a listing agreement, my complaint, Your response to dismiss, my response to your motion for dismissal and notice of default with cancellation of the default. PLEASE SEND ME THIS OTHER DOCUMENT . THANKS.

"J. Wesley  
Howze"  
<jhowzejr@hmtlaw  
.com>

03/17/2008 10:07  
AM

Eloise Hahn/R5/USEPA/US@EPA

To

cc

Subject

RE: Request for  
Information-Laredo Matter

Bill, See my fax of last week. Do you have any idea of what Ms. Hahn is doing? It's as if she was having a conversation with herself. Has she even seen the proposed Stip. Of Settlement that I prepared? Let me know, please.  
Wes

-----Original Message-----

From: Hahn.Eloise@epamail.epa.gov [mailto:Hahn.Eloise@epamail.epa.gov]  
Sent: Wednesday, March 05, 2008 5:20 PM  
To: Dcmmtg@cs.com  
Subject: Re: Request for Information-Laredo Matter

Al:

I cannot submit the Motion to Dismiss to the Clerk because Bill's attorney drafted a Motion to Dismiss which I responded to and now I need to go to court

on May 1, 2008 at 3pm to have a hearing with respect to the complaint.

I need to Draft a Motion for Notice of Hearing and send to Bill's attorney.

Then make the trip plans. What a workout. I'll be glad to get this over with shortly. I hope I can get around with a \$500 credit card.  
When I return I need

to go to trial with a contractor in Valparaiso, IN. Then fly down to AL and see my son graduate. Keep me posted on the sale of the lots.  
thanks much.

Dcmmtg@cs.com

03/05/2008 03:15  
PM

Eloise Hahn/R5/USEPA/US@EPA

To

CC

Subject

Re: Request for  
Information-Laredo Matter

8.5% for raw land is not a high interest rate. They will extend as I spoke with him about which Realtor to use and he said as long as he knows we are either trying to sale or develop then we are OK. The bank has the deed...I do not want them to think their is a problem with our group so I really don't want to ask for it and start a bunch of questions. Right now he is satisfied that we want to focus on projects closer to home and I want to leave it that way.

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
(P) 866-562-2147  
(F) 866-331-3568



**IN THE CIRCUIT CIVIL COURT OF  
THE 18<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR BREVARD COUNTY, FLORIDA**

**ELOISE K. HAHN** dba  
Burke Financial, LLC,

Case No.: 05-2007-CA-69527-XXXX-XX

Plaintiff,

v.

**WILLIAM R. PARSONS** dba  
WinPar Hospitality, LLLP,

Defendant.

---

**STIPULATION OF SETTLEMENT**

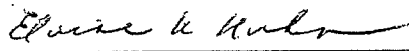
COME NOW Plaintiff and Defendant and stipulate and agree as follows:

1. All Parties hereto have reached an amicable resolution of this cause.
2. The proper parties to this cause are Burke Financial, LLC, an Illinois limited liability company and WinPar Hospitality Laredo, LLC, a Florida limited liability company.
3. Plaintiff Eloise K. Hahn has no cause of action against, and no liability attaches to, Defendant William R. Parsons, or any other member of WinPar Hospitality Laredo, LLC, a Florida limited liability company and this Stipulation of Settlement shall be deemed a General Release in favor of the signatories hereto and entities which they represent, other than her, individually and Burke Financial, LLC.
4. Not later than April 16, 2008, the real property described in Exhibit A, attached hereto and made a part hereof by reference, located within the State of Texas shall be listed for a total sale amount of \$1,300,000.00. The entity known as Lula Morales Realty, Inc., whose business address is 5615 San Dario, Suite 101, Laredo, TX 78041, shall be designated as Seller's Real Estate Agent.
5. From the proceeds of sale of the real property described in Exhibit A hereto, there shall first be paid funds sufficient to satisfy all liens, mortgages, taxes, encumbrances and commissions appertaining thereto. From the remaining (net) proceeds of sale, WinPar Hospitality Laredo, LLC, shall pay Burke Financial, LLC, Two-Hundred Fifty Thousand Dollars (\$250,000.00) and its proportional share of 18.2% of all sums in excess of said amount.
6. This cause is hereby dismissed with prejudice

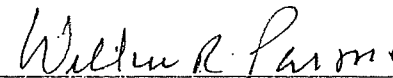
7. The parties hereto represent that they have full authority to bind themselves and the entities designated as part of the signature blocks hereto.

8. This Stipulation of Settlement may be executed in counterparts and facsimiles, each of which shall be considered an original.


Dated: April 3, 2008

  
Eloise K. Hahn, individually, as Plaintiff  
and as Managing Member of Burke  
Financial, LLC

Dated: April 8<sup>th</sup> 2008

  
William R. Parsons, individually, as  
Defendant, and as General Partner of WinPar  
Hospitality, LLLP, Managing Member of  
WinPar Hospitality Laredo, LLC

Dated: 4-11-08

  
T. Alan Minor, individually and as Member,  
WinPar Hospitality Laredo, LLC

*Lula Morales @ aol.com*



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL REAL ESTATE LISTING AGREEMENT**  
**EXCLUSIVE RIGHT TO SELL**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this agreement (this Listing) are:

Seller: WINPAR HOSPITALITY LAREDO, LLC *Note Fraud conveyed to exclusive names of minor Parsons May 2007*  
 Address: P.O. BOX 32154  
 City, State, Zip: COCOA BEACH, FL 32932  
 Phone: 804-423-6412/866-562-2147 Fax: 866-331-3568  
 E-Mail: DCMMTG@CS.COM

Broker: LULA MORALES REALTY, INC.  
 Address: 5615 SAN DARIO SUITE 101  
 City, State, Zip: LAREDO TX 78041  
 Phone: 724-9094 Fax: 724-2084  
 E-Mail: LULAEMORALES@AOL.COM

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

**2. PROPERTY:**

A. "Property" means the following real property in Texas:

Address: 2311 SATURN/6427 POLARIS 6428 SINATRA PARKWAY  
 City: LAREDO County: WEBB Zip: 78041  
 Legal Description (Identify exhibit if described on attachment):

LOT 11 BLOCK 2 JACAMAN RANCH UNIT 8 (6427 POLARIS DR)  
LOT 12 BLOCK 2 JACAMAN RANCH UNIT 8 (2311 SATURN DR.)  
LOT 13 BLOCK 2 JACAMAN RANCH UNIT 8 (6428 SINATRA PARKWAY)

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum.)

Commercial Listing concerning 6427 POLARIS/2311 SATURN/6428 SINATRA PARKWAY**3. LISTING PRICE:**

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 1,300,000.00  
One million three hundred thousand (Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except N/A

**4. TERM:**

- A. This Listing begins on FEBRUARY 27, 2008 and ends at 11:59 p.m.  
on AUGUST 27, 2008
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

**5. BROKER'S FEE:**

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

☒ (1) 5 % of the sales price.

☐ (2) N/A

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

**D. Other Fees:**

- (1) Lease of Property: If during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A.

IN THE CIRCUIT COURT IN AND  
FOR BREVARD COUNTY, FLORIDA

CASE NO. 05-2007-CA-69527

ELOISE K. HAHN,

Plaintiff,

v.

WILLIAM R. PARSONS and  
THOMAS A. MINOR,

Defendants.

---

MOTION TO DISMISS


Defendant WILLIAM R. PARSONS moves this Court to dismiss the Complaint filed herein by Plaintiff, ELOISE K. KAHN, and as grounds therefore states:

1. Plaintiff originally commenced this action in 2007.
2. Subsequent thereto, the parties entered into a Stipulation of Settlement dated April 17, 2008, which provides, amongst other matters, that this cause is dismissed with prejudice.
3. The Court entered an Order on May 1, 2008, dismissing this cause with prejudice.
4. Plaintiff has recently filed a Complaint reopening this cause.
5. Based upon the foregoing, this cause has been dismissed and Plaintiff is prohibited from reopening this cause.

6. Based upon the foregoing, this cause must be dismissed.

WHEREFORE, Defendant WILLIAM R. PARSONS respectfully requests this Court dismiss the Complaint recently filed by Plaintiff, ELOISE K. HAHN, in this action.

I HEREBY CERTIFY that a copy of the foregoing was sent by US Mail this 20<sup>th</sup> day of May, 2011, to Eloise K. Hahn, 313 E. 1300 North, Chesterton IN 46304. *Mail*

  
\_\_\_\_\_  
WILLIAM R. PARSONS  
152 Martesia Way  
Indian Harbor Beach FL 32937  
(321) 863-7756

STATE OF FLORIDA	)	IN THE CIRCUIT CIVIL COURT
	)	
COUNTY OF BREVARD	)	TITUSVILLE, FLORIDA
	)	
ELOISE K. HAHN	)	
	)	Case No. 05-2007-CA-069527-XXXX-XX
Plaintiff,	)	
	)	
v.	)	
	)	
WILLIAM R. PARSONS,	)	
	)	
and	)	
	)	
THOMAS A. MINOR,	)	
	)	
Defendants.	)	

### MOTION TO WITHDRAW COMPLAINT

COMES NOW Plaintiff, Eloise K. Hahn, pro se and for her cause of action alleges and says:

1. That she is the Plaintiff in this cause of action.
2. That Plaintiff has consulted with counsel on this matter.
3. That counsel has instructed her to withdraw the complaint.
4. That counsel has also instructed her to file a new complaint

regarding the collection of the \$250,000 promissary note.

WHEREFORE, Plaintiff respectfully requests this honorable court to withdraw the complaint.

I HEREBY CERTIFY that a copy of the foregoing was sent by US Mail this 9th day of September, 2011, to William Parsons, 152 Martesia Way, Indian Harbor Beach FL 32937 and to Alan Minor, 11603 Hardwood Drive, Midlothian, Virginia 23114.



ELOISE K. HAHN  
313 East 1300 North  
Chesterton, IN 46304  
(708) 408-8266

**Eloise K. Hahn**  
**313 East 1300 North**  
**Chesterton, IN 46304**  
**(708) 408-8266**  
**eloisehahn349@gmail.com**

*January 18, 2011*

*William (Bill) Parsons*  
*152 Martesia Way*  
*Indian Harbor Beach, Florida 32937*

*Re: Promissary note date September 17, 2009*

*Dear Bill:*

*I am writing to you to demand the \$250,000 in its entirety effective today, January 18, 2011. In accordance with the Promissary Note you agreed to pay back the \$250,000 on a best efforts basis. Further, you agreed to assist me with any and all business statements requested. To date, I have not received any receipts, checks, etc., which document the disbursement of my \$250,000. The Internal Revenue Service has also gotten involved and is demanding proof of the disposition of my \$250,000. The listing agreement with Lula Morales terminated in year 2008. The listing agent further indicated to me that the property was foreclosed upon. Please get back with me ASAP. Thank you very kindly.*

*Sincerely yours,*

*Eloise K. Hahn*



IN THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA  
CIVIL CASE NO. 05-2012-CA-045135

STATE OF FLORIDA  
COUNTY OF BREVARD  
ELOISE K. HAHN,  
Plaintiff,

Vs.

WILLIAM R. PARSONS and  
THOMAS A. MINOR,  
Defendants.

---

**SECOND AMENDED COMPLAINT**

COMES NOW Plaintiff, **ELOISE K. HAHN**, by and through her undersigned counsel and sues Defendants, **WILLIAM R. PARSONS** and **THOMAS A. MINOR** and alleges:

**Pre-Liminary Allegations**

1. This is an action for damages that exceeds \$15,000.
2. Plaintiff sued Defendants in Brevard County, Case #07-CA-069527; said lawsuit was resolved by stipulation of settlement (a copy of which is attached hereto).
3. Defendants breached the settlement agreement; thereafter on September 17, 2009 Defendants executed and delivered a promissory note (copy attached) to Plaintiff. Said promissory note was given by the defendants to extinguish liability under Case #07-CA-69527.
4. All conditions precedent to the bringing of this action have occurred, been waived, or excused.
5. Plaintiff sent notice of default to each defendant, a copy of which is attached hereto.

**COUNT ONE**

6. Plaintiff realleges and reaffirms paragraphs, one through five as if fully set forth herein.
7. On September 17, 2009 Defendants executed and delivered a promissory note, copy attached, to Plaintiff in Brevard County, Florida.
8. Plaintiff owns and holds the note.
9. Defendants failed to pay the note when due.
10. Defendants owe Plaintiff \$250,000 that is due with interest since January 18, 2011.

Wherefore Plaintiff demands judgment for damages including prejudgment Interest against Defendants.

**COUNT TWO**

11. Plaintiff realleges paragraphs one through five as if fully set forth herein.
12. Plaintiff has no adequate remedy at law.
13. Plaintiff was an unrepresented pro se litigant who agreed to accept a non-negotiable promissory note that does not certain a definite date or time for payment.
14. Defendants prepared the note and gave same to Plaintiff to terminate litigation in case #07-CA-69527.
15. Defendants would be unjustly enriched if they are not required to pay Plaintiff.

Wherefore Plaintiff demands judgment for damages against Defendants.

**I HEREBY CERTIFY** that a copy of the foregoing has been hand  
Delivered to Hurley Whitaker, Esquire, 700 N. Wickham Road, Suite 205, Melbourne, Florida  
32935 this 25<sup>th</sup> day of January, 2013.

**LAW OFFICE OF CARUSO, SWERBILOW, & CAMEROTA, P.A.**

By \_\_\_\_\_  
HOWARD M. SWERBILOW, ESQUIRE  
Florida Bar No. 196165  
190 Fortenberry Road, Suite 107  
Merritt Island, Florida 32952-3401  
Telephone: (321) 453-3880 Facsimile (321) 453-0112  
Primary email: [howards@jtchmspa.com](mailto:howards@jtchmspa.com)  
Secondary email: [suef@jtchmspa.com](mailto:suef@jtchmspa.com)  
Attorney for Plaintiff.

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• Eloise Hahn

Set status here ▾

• **Gustave Hahn-Powell**

bpearson

dcmmtg

Eleni Makris

James Lydon

lf1415

nummer99

Southwest Airlines

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Tim McNally

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(Newer 3 of 77 Older)

FW Title Inbox | X

Dcmmtg@cs.com to me

show details Mar 24 (2 days ago) Reply ▾

Ellie,

Please handle with discretion as Eric knows nothing about our arrangement or Laredo, he is the Title Attorney for the lender on Paducah....Thanks

Subj: RE: How are you doing on the Title?

Date: 3/19/2009 5:33:23 PM Eastern Daylight Time

From: eclayman@rbclawyers.com

To: Dcmmtg@cs.com

CC: sweitz43@aol.com

Received from Internet: click here for more information

Mr. Minor,

The title commitment for Paducah will be in by Wednesday of next week. It won't take us but a day or two to clear this commitment. If you have any questions, please feel free to contact me. I just got off the phone with our underwriters VP of underwriting and that is a valid timeline.

Regards,

Eric Clayman, Esq.

The Law Office of Eric H. Clayman, P.A.

RBC Title &amp; Escrow Services, L.L.P.

8184 Wiles Road

Coral Springs, FL., 33067

Office: (954) 332-2050

Fax: (954) 332-2051

Email: eclayman@rbclawyers.com

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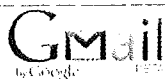
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blpearson  
dcmmtg  
Donald Trump  
Eleni Makris  
James Lydon  
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Southwest Airlines  
Southwest Airlines  
Tim McNally

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Did You Get A Date Yet From Ticor? Inbox | X

• Eloise Hahn If Peter or his daughter Eleni call you do not breathe a word of this to T. Alan 8:43 AM (2 hours ago)

Dcmmtg@cs.com I will only take a call from your number... T. Alan 8:48 AM (2 hours ago)

Dcmmtg@cs.com to me show details 8:52 AM (2 hours ago) Reply ▾

I spoke with the Title attorney and found out what's taking so long. The title company has very little underwriting staff left so when they get a big project they can only put 1 person on it and it just takes them longer. They have been hit by the economy too, they had to layoff most of their underwriters due to lack of work.

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
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I sent you info Inbox | X

• Eloise Hahn to dcmmtg

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Hi Al:

Send the remittance to Standard Bank. I mailed you details. Upon receipt of all three remittances I will send via Express Certified Mail the stock certificate transferred to you. Thanks.

↩ Reply → Forward

Dcmmtg@cs.com to me

show details Feb 12 (2 days ago) | Reply | ▾

I was going to call you today to ask which account...I'll use the Standard Bank account.

Thanks

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
11603 Hardwood Dr.  
Midlothian VA 23114  
(P) 804-423-6412  
(C) 804-677-5923  
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from • Eloise Hahn  
<eloisehahn149@gmail.com>  
to Dcmmtg@cs.com  
date Thu, Feb 12, 2009 at 8:43 AM  
subject Re: I sent you info  
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• Eloise Hahn If Peter or his daughter Eleni call you do not breathe a word Mar 19 (5 days ago)

Dcmmtg@cs.com to me

show details Mar 19 (5 days ago)

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I will only take a call from your number...

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
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from Dcmmtg@cs.com

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to • eloisehahn149@gmail.com

date Thu, Mar 19, 2009 at 8:52 AM

subject Re: Did You Get A Date Yet From Tigor?

I spoke with the Title attorney and found out what's taking so long. The title company has very little underwriting staff left so when they get a big project they can only put 1 person on it and it just takes them longer. They have been hit by the economy too, they had to layoff most of their underwriters due to lack of work.

T. Alan Minor  
President  
Commercial Services  
Diversified Commercial Mortgage  
(P) 804-423-6412  
(C) 804-677-5923  
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• Eloise Hahn Great. Did you get a date yet?

Mar 19 (5 days ago)

• Eloise Hahn Can you go with Chicago Title in lieu of Tigor?

Mar 19 (5 days ago)

Dcmmtg@cs.com I wish I could...The lender chose the title company no. Mar 19 (5 days ago)

• Eloise Hahn I just booked my trip to Laredo. I have to manv bills. I got a Mar 19 (4 days ago)

Dcmmtg@cs.com There is no need to go to Laredo and look at bare lan Mar 19 (4 days ago)

• Eloise Hahn to Dcmmtg

show details Mar 19 (4 days ago)

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Well I know but again there just isn't much more time to waste any longer with the mountain of bills. I have no food in my ice box. I had to give my daughter my last \$100 until next Wednesday. I would lose my money if I didn't book a flight so I am electing to take a business trip where the weather is 90 and not 30 degrees Fahrenheit. My investigation can't hurt.

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